

EXHIBIT H

AMENDED MODIFICATION AGREEMENT

This Amended Modification Agreement made the 31 day of ~~June~~^{July} 2012 by and among the New York State Teamsters Conference Pension & Retirement Fund (hereinafter, the "Pension Fund") and Eber Bros. Wine and Liquor Corporation (hereinafter, "EBWLC"), Eber Bros. Wine and Liquor Metro, LLC d/b/a Slocum and Sons (hereinafter, "EBWLML") and Eber-Connecticut, LLC (hereinafter, "ECL") (hereinafter collectively, "Eber").

RECITALS

WHEREAS, the Pension Fund is a "multiemployer employee benefit plan" as defined in Sections 3(3) and (37)(A) of the Employee Retirement Income Security Act of 1974, as amended (hereinafter, "ERISA"), 29 U.S.C. §§1002(3) and (37)(A); and

WHEREAS, EBWLC was a participating "employer" in the Pension Fund as defined in Section 3(5) of ERISA, 29 U.S.C. §1002(5); and

WHEREAS, on January 10, 2008, the Pension Fund assessed an employer withdrawal liability against the Eber controlled group in the amount of \$2,212,367.47 (Two Million Two Hundred Twelve Thousand Three Hundred Sixty-Seven Dollars and 47/100 Cents) (hereinafter, the "Withdrawal Liability Assessment") pursuant to ERISA, as amended by the Multiemployer Pension Plan Amendments Act of 1980 (hereinafter, "MPPAA"); and

WHEREAS, the Pension Fund sent a notice and demand for payment to the Eber controlled group requiring it to make interim withdrawal liability payments in the amount of \$42,724.83 (Forty-Two Thousand Seven Hundred Twenty-Four Dollars and 83/100 Cents) for sixty-one (61) months with a further final payment of \$10,810.90 (Ten Thousand Eight Hundred Ten Dollars and 90/100 Cents);

WHEREAS, on December 4, 2008, EBWLC requested a reduction in the amount of the interim payments because it was experiencing financial difficulty; and

WHEREAS, EBWLC made seventeen (17) interim payments to the Pension Fund through August 2009 in the amount of \$726,322.11 (Seven Hundred Fifty-One Thousand Three Hundred Twenty-Two Dollars and 11/100 Cents) with a balance due in the amount of \$2,046,029.95 (Two Million Forty-Six Thousand Twenty-Nine Dollars and 95/100 Cents);

WHEREAS, on or about October 5, 2009, Eber entered into a Modification Agreement with the Pension Fund and reduced its interim payments to \$25,000.00 (Twenty-Five Thousand Dollars and 00/100 Cents) per month for thirty-six (36) months under the New Schedule attached to said Modification Agreement.

WHEREAS, Eber made twenty-six (26) interim payments under the New Schedule through September, 2011 equal to \$650,000.00 (Six Hundred Fifty Thousand Dollars and 00/100 Cents) with a balance due the Pension Fund in the amount of \$1,421,029.95 (One Million Four Hundred Twenty-One Thousand Twenty-Nine Dollars and 95/100 Cents).

WHEREAS, Eber made a request to modify the New Schedule since it continues to experience financial difficulty.

WHEREAS, the Pension Fund, after reviewing the financial information provided by Eber, agreed to modify the New Schedule to insure that the Withdrawal Liability Assessment is satisfied in full:

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. The recitals set forth hereinabove shall be deemed to be incorporated into this Amended Modification Agreement as if fully set forth herein.
2. The Pension Fund agrees to reduce the interim payment to \$10,000.00 per month for

a period of twelve (12) months beginning January 1, 2012. Thereafter, the interim payments shall resume at the original amount of \$42,724.83 per month until the balance of the withdrawal liability is paid in full in accordance with the amended interim payment schedule attached hereto as Exhibit A (hereinafter, the "Amended New Schedule").

3. Eber agrees to pay the full amount of the Withdrawal Liability Assessment in accordance with the Amended New Schedule and terms of this Amended Modification Agreement.
4. EBWLC shall, simultaneously with execution of this Modification Agreement, execute a Confession of Judgment in the form attached hereto as Exhibit B.
5. EBWLC shall, simultaneously with execution of this Amended Modification Agreement, execute the Assignment Agreement in the form attached hereto as Exhibit C. Any and all net proceeds that become available under the Assignment Agreement shall be immediately paid to the Pension Fund and applied toward the Withdrawal Liability Assessment.
6. In the event that Eber fails to make any payment under this Amended Modification Agreement and said payment is not cured within seven (7) days after written notice by the Pension Fund (hereinafter, a "Default"), the Pension Fund shall have the right to execute on the Guaranty and Security Agreement provided under the Modification Agreement and reaffirm by this Amended Modification Agreement. The Pension Fund shall also have the right to file and execute on the Confession of Judgment in the event of a Default. In addition to other remedies available in law or equity, the Pension Fund shall have the right to recover the full Withdrawal Liability

- Assessment under ERISA and/or any other state or federal law, and shall be entitled to all damages authorized by Section 502(g)(2) of ERISA, 29 U.S.C. §1132(g)(2).
7. The Pension Fund represents and warrants that the undersigned, Kenneth R. Stilwell, is fully authorized to execute this Amended Modification Agreement on behalf of the Pension Fund and to bind the Pension Fund to its terms.
 8. Eber represent and warrant that the undersigned, Wendy Eber, is fully authorized to execute this Amended Modification Agreement on behalf of Eber and to bind Eber to its terms.
 9. This Amended Modification Agreement is entered into in the State of New York and shall be construed and interpreted in accordance with the laws of the State of New York, except as may be preempted by federal law.
 10. This Amended Modification Agreement shall be voidable by the Pension Fund if there is a material breach of any provision of this Amended Modification Agreement by Eber or if the Pension Fund is prohibited, for any reason, from receiving or retaining, whether by bankruptcy of Eber or otherwise, any payment made to the Pension Fund under the terms of this Amended Modification Agreement. If any of the aforesaid events occur, the Pension Fund shall be entitled to the full amount of the Withdrawal Liability Assessment, less principal payments already made to the Pension Fund, plus any damages authorized by Section 502(g)(2) of ERISA, 29 U.S.C. §1132(g)(2).
 11. Should any provision of this Amended Modification Agreement be declared or be determined in a final, non-appealable judgment by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and

enforceability of the remaining terms will not be affected.

12. The Pension Fund and Eber hereby certify that they have read the terms of this Amended Modification Agreement, that they have had an opportunity to discuss it with their attorneys, and that they understand its terms and effects. Each party represents and warrants that it has relied solely upon its own judgment and that of its attorneys regarding the proper, sufficient, and agreed upon consideration for this Amended Modification Agreement, and that no statement or representation by any other party or that party's employees, agents or legal representatives influenced or induced the party to execute this Amended Modification Agreement.
13. This Amended Modification Agreement was jointly prepared by legal counsel for the respective parties, with a full opportunity for the parties to negotiate its terms. Accordingly, any rule of law or legal decision that would require interpreting any ambiguities in this Amended Modification Agreement against a party that drafted it is not applicable and is hereby waived.
14. This Amended Modification Agreement may be executed in separate counterparts, which when taken together shall form and constitute the parties' entire agreement.
15. This Amended Modification Agreement states the entire agreement between the parties and may not be modified except by a writing signed by both parties. No covenants, agreements, representations or warranties of any kind have been made by either party except as specifically set forth herein. All prior disclosures, negotiations, and agreements have been and are merged and integrated into and superseded by this Amended Modification Agreement.
16. This Amended Modification Agreement is binding upon the parties and their

predecessors, successors, and assigns.

NEW YORK STATE TEAMSTERS
CONFERENCE PENSION &
RETIREMENT FUND

EBER

By: _____
Kenneth R. Stilwell, Executive Administrator

By: Wendy Eber
Wendy Eber, President

STATE OF NEW YORK)
)ss.:
COUNTY OF ONONDAGA)

On this 30 day of ~~June~~ ^{July}, 2012, before me personally appeared Kenneth R. Stilwell, to me personally known, who, being by me duly sworn, did depose and say that he is the Executive Administrator of the Pension Fund and that he is duly authorized to bind said Pension Fund and execute the Amended Modification Agreement and that on this day he executed same.

Notary Public

STATE OF CT)
)ss.:
COUNTY OF NEW HAVEN)

On this 3 day of ~~June~~ ^{July}, 2012, before me personally appeared Wendy Eber, to me personally known, who, being by me duly sworn, did depose and say that she is the President of Eber and that she is duly authorized to bind Eber and execute the Amended Modification Agreement and that on this day she executed same.

Lorrie L. Oberdy
Notary Public
NOTARY PUBLIC
State of Connecticut
My Commission Expires
MAY 3 2013

**New York State Teamsters Conference Pension and Retirement Fund
SETTLEMENT OF WITHDRAWAL LIABILITY PAYMENTS FOR
Eber Brothers Wine & Liquor Corp.**

Payment Number	Due Date of Required Monthly Payment	Amount of Required Monthly Payment	Monthly Payments Due On or After 3/10/2008	Payment Quarter	Months, and Fraction of a Month, From Due Date Back to ¹ Beginning of Quarter	Present Value of Future Monthly Payments, as of Beginning of Quarter With Interest at 0.7034%	Payment Year	Months, and Fraction of a Month, From Due Date Back to ² 3/10/2008	Present Value of Future Monthly Payments, as of 3/10/2008 With Interest at 8.50%
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1	3/10/2008	\$ 42,724.83	\$ 42,724.83	1	0.0000	\$ 42,724.83	1	0.0000	\$ 42,724.83
2	4/10/2008	42,724.83	42,724.83	1	1.0000	42,426.40	1	0.0000	42,426.40
3	5/10/2008	42,724.83	42,724.83	1	2.0000	42,130.06	1	0.0000	42,130.06
4	6/10/2008	42,724.83	42,724.83	2	0.0000	42,724.83	1	0.0000	42,724.83
5	7/10/2008	42,724.83	42,724.83	2	1.0000	42,426.40	1	0.0000	42,426.40
6	8/10/2008	42,724.83	42,724.83	2	2.0000	42,130.06	1	0.0000	42,130.06
7	9/10/2008	42,724.83	42,724.83	3	0.0000	42,724.83	1	0.0000	42,724.83
8	10/10/2008	42,724.83	42,724.83	3	1.0000	42,426.40	1	0.0000	42,426.40
9	11/10/2008	42,724.83	42,724.83	3	2.0000	42,130.06	1	0.0000	42,130.06
10	12/10/2008	42,724.83	42,724.83	4	0.0000	42,724.83	1	0.0000	42,724.83
11	1/10/2009	42,724.83	42,724.83	4	1.0000	42,426.40	1	0.0000	42,426.40
12	2/10/2009	42,724.83	42,724.83	4	2.0000	42,130.06	1	0.0000	42,130.06
13	3/10/2009	42,724.83	42,724.83	5	0.0000	42,724.83	2	12.0000	39,377.72
14	4/10/2009	42,724.83	42,724.83	5	1.0000	42,426.40	2	12.0000	39,102.67
15	5/10/2009	42,724.83	42,724.83	5	2.0000	42,130.06	2	12.0000	38,829.55
16	6/10/2009	42,724.83	42,724.83	6	0.0000	42,724.83	2	12.0000	39,377.72
17	7/10/2009	42,724.83	42,724.83	6	1.0000	42,426.40	2	12.0000	39,102.67
18	8/10/2009	42,724.83	25,000.00	6	2.0000	24,651.98	2	12.0000	22,720.72
19	9/10/2009	42,724.83	25,000.00	7	0.0000	25,000.00	2	12.0000	23,041.47
20	10/10/2009	42,724.83	25,000.00	7	1.0000	24,825.38	2	12.0000	22,880.53
21	11/10/2009	42,724.83	25,000.00	7	2.0000	24,651.98	2	12.0000	22,720.72
22	12/10/2009	42,724.83	25,000.00	8	0.0000	25,000.00	2	12.0000	23,041.47
23	1/10/2010	42,724.83	25,000.00	8	1.0000	24,825.38	2	12.0000	22,880.53
24	2/10/2010	42,724.83	25,000.00	8	2.0000	24,651.98	2	12.0000	22,720.72
25	3/10/2010	42,724.83	25,000.00	9	0.0000	25,000.00	3	24.0000	21,236.38
26	4/10/2010	42,724.83	25,000.00	9	1.0000	24,825.38	3	24.0000	21,088.05
27	5/10/2010	42,724.83	25,000.00	9	2.0000	24,651.98	3	24.0000	20,940.75
28	6/10/2010	42,724.83	25,000.00	10	0.0000	25,000.00	3	24.0000	21,236.38
29	7/10/2010	42,724.83	25,000.00	10	1.0000	24,825.38	3	24.0000	21,088.05
30	8/10/2010	42,724.83	25,000.00	10	2.0000	24,651.98	3	24.0000	20,940.75
31	9/10/2010	42,724.83	25,000.00	11	0.0000	25,000.00	3	24.0000	21,236.38
32	10/10/2010	42,724.83	25,000.00	11	1.0000	24,825.38	3	24.0000	21,088.05
33	11/10/2010	42,724.83	25,000.00	11	2.0000	24,651.98	3	24.0000	20,940.75
34	12/10/2010	42,724.83	25,000.00	12	0.0000	25,000.00	3	24.0000	21,236.38
35	1/10/2011	42,724.83	25,000.00	12	1.0000	24,825.38	3	24.0000	21,088.05

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**New York State Teamsters Conference Pension and Retirement Fund
SETTLEMENT OF WITHDRAWAL LIABILITY PAYMENTS FOR
Eber Brothers Wine & Liquor Corp.**

Payment Number	Due Date of Required Monthly Payment	Amount of Required Monthly Payment	Monthly Payments Due On or After 3/10/2008	Payment Quarter	Months, and Fraction of a Month, From Due Date Back to ¹ Beginning of Quarter	Present Value of Future Monthly Payments, as of Beginning of Quarter With Interest at 0.7034%	Payment Year	Months, and Fraction of a Month, From Due Date Back to ² 3/10/2008	Present Value of Future Monthly Payments, as of 3/10/2008 With Interest at 8.50%
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
36	2/10/2011	42,724.83	25,000.00	12	2.0000	24,651.98	3	24.0000	20,940.75
37	3/10/2011	42,724.83	25,000.00	13	0.0000	25,000.00	4	36.0000	19,572.70
38	4/10/2011	42,724.83	25,000.00	13	1.0000	24,825.38	4	36.0000	19,435.99
39	5/10/2011	42,724.83	25,000.00	13	2.0000	24,651.98	4	36.0000	19,300.23
40	6/10/2011	42,724.83	25,000.00	14	0.0000	25,000.00	4	36.0000	19,572.70
41	7/10/2011	42,724.83	25,000.00	14	1.0000	24,825.38	4	36.0000	19,435.99
42	8/10/2011	42,724.83	25,000.00	14	2.0000	24,651.98	4	36.0000	19,300.23
43	9/10/2011	42,724.83	25,000.00	15	0.0000	25,000.00	4	36.0000	19,572.70
44	10/10/2011	42,724.83	0.00	15	1.0000	0.00	4	36.0000	0.00
45	11/10/2011	42,724.83	0.00	15	2.0000	0.00	4	36.0000	0.00
46	12/10/2011	42,724.83	0.00	16	0.0000	0.00	4	36.0000	0.00
47	1/10/2012	42,724.83	10,000.00	16	1.0000	9,930.15	4	36.0000	7,774.39
48	2/10/2012	42,724.83	10,000.00	16	2.0000	9,860.79	4	36.0000	7,720.09
49	3/10/2012	42,724.83	10,000.00	17	0.0000	10,000.00	5	48.0000	7,215.74
50	4/10/2012	42,724.83	10,000.00	17	1.0000	9,930.15	5	48.0000	7,165.34
51	5/10/2012	42,724.83	10,000.00	17	2.0000	9,860.79	5	48.0000	7,115.29
52	6/10/2012	42,724.83	10,000.00	18	0.0000	10,000.00	5	48.0000	7,215.74
53	7/10/2012	42,724.83	10,000.00	18	1.0000	9,930.15	5	48.0000	7,165.34
54	8/10/2012	42,724.83	10,000.00	18	2.0000	9,860.79	5	48.0000	7,115.29
55	9/10/2012	42,724.83	10,000.00	19	0.0000	10,000.00	5	48.0000	7,215.74
56	10/10/2012	42,724.83	10,000.00	19	1.0000	9,930.15	5	48.0000	7,165.34
57	11/10/2012	42,724.83	10,000.00	19	2.0000	9,860.79	5	48.0000	7,115.29
58	12/10/2012	42,724.83	10,000.00	20	0.0000	10,000.00	5	48.0000	7,215.74
59	1/10/2013	42,724.83	42,724.83	20	1.0000	42,426.40	5	48.0000	30,613.80
60	2/10/2013	42,724.83	42,724.83	20	2.0000	42,130.06	5	48.0000	30,399.97
61	3/10/2013	42,724.83	42,724.83	21	0.0000	42,724.83	6	60.0000	28,413.95
62	4/10/2013	10,810.90	42,724.83	21	1.0000	42,426.40	6	60.0000	28,215.48
63	5/10/2013	0.00	42,724.83	21	2.0000	42,130.06	6	60.0000	28,018.40
64	6/10/2013	0.00	42,724.83	22	0.0000	42,724.83	6	60.0000	28,413.95
65	7/10/2013	0.00	42,724.83	22	1.0000	42,426.40	6	60.0000	28,215.48
66	8/10/2013	0.00	42,724.83	22	2.0000	42,130.06	6	60.0000	28,018.40
67	9/10/2013	0.00	42,724.83	23	0.0000	42,724.83	6	60.0000	28,413.95
68	10/10/2013	0.00	42,724.83	23	1.0000	42,426.40	6	60.0000	28,215.48
69	11/10/2013	0.00	42,724.83	23	2.0000	42,130.06	6	60.0000	28,018.40
70	12/10/2013	0.00	42,724.83	24	0.0000	42,724.83	6	60.0000	28,413.95

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**New York State Teamsters Conference Pension and Retirement Fund
SETTLEMENT OF WITHDRAWAL LIABILITY PAYMENTS FOR
Eber Brothers Wine & Liquor Corp.**

Payment Number	Due Date of Required Monthly Payment	Amount of Required Monthly Payment	Monthly Payments Due On or After 3/10/2008	Payment Quarter	Months, and Fraction of a Month, From Due Date Back to ¹ Beginning of Quarter	Present Value of Future Monthly Payments, as of Beginning of Quarter With Interest at 0.7034%	Payment Year	Months, and Fraction of a Month, From Due Date Back to ² 3/10/2008	Present Value of Future Monthly Payments, as of 3/10/2008 With Interest at 8.50%
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
71	1/10/2014	0.00	42,724.83	24	1.0000	42,426.40	6	60.0000	28,215.48
72	2/10/2014	0.00	42,724.83	24	2.0000	42,130.06	6	60.0000	28,018.40
73	3/10/2014	0.00	42,724.83	25	0.0000	42,724.83	7	72.0000	26,187.97
74	4/10/2014	0.00	42,724.83	25	1.0000	42,426.40	7	72.0000	26,005.05
75	5/10/2014	0.00	42,724.83	25	2.0000	42,130.06	7	72.0000	25,823.41
76	6/10/2014	0.00	42,724.83	26	0.0000	42,724.83	7	72.0000	26,187.97
77	7/10/2014	0.00	42,724.83	26	1.0000	42,426.40	7	72.0000	26,005.05
78	8/10/2014	0.00	42,724.83	26	2.0000	42,130.06	7	72.0000	25,823.41
79	9/10/2014	0.00	42,724.83	27	0.0000	42,724.83	7	72.0000	26,187.97
80	10/10/2014	0.00	42,724.83	27	1.0000	42,426.40	7	72.0000	26,005.05
81	11/10/2014	0.00	42,724.83	27	2.0000	42,130.06	7	72.0000	25,823.41
82	12/10/2014	0.00	42,724.83	28	0.0000	42,724.83	7	72.0000	26,187.97
83	1/10/2015	0.00	42,724.83	28	1.0000	42,426.40	7	72.0000	26,005.05
84	2/10/2015	0.00	42,724.83	28	2.0000	42,130.06	7	72.0000	25,823.41
85	3/10/2015	0.00	42,724.83	29	0.0000	42,724.83	8	84.0000	24,136.38
86	4/10/2015	0.00	42,724.83	29	1.0000	42,426.40	8	84.0000	23,967.79
87	5/10/2015	0.00	42,724.83	29	2.0000	42,130.06	8	84.0000	23,800.38
88	6/10/2015	0.00	42,724.83	30	0.0000	42,724.83	8	84.0000	24,136.38
89	7/10/2015	0.00	42,724.83	30	1.0000	42,426.40	8	84.0000	23,967.79
90	8/10/2015	0.00	42,724.83	30	2.0000	42,130.06	8	84.0000	23,800.38
91	9/10/2015	0.00	27,464.32	31	0.0000	27,464.32	8	84.0000	15,515.32
92	10/10/2015	0.00	0.00	31	1.0000	0.00	8	84.0000	0.00
93	11/10/2015	0.00	0.00	31	2.0000	0.00	8	84.0000	0.00
94	12/10/2015	0.00	0.00	32	0.0000	0.00	8	84.0000	0.00
95	1/10/2016	0.00	0.00	32	1.0000	0.00	8	84.0000	0.00
96	2/10/2016	0.00	0.00	32	2.0000	0.00	8	84.0000	0.00
97	3/10/2016	0.00	0.00	33	0.0000	0.00	9	96.0000	0.00
98	4/10/2016	0.00	0.00	33	1.0000	0.00	9	96.0000	0.00
99	5/10/2016	0.00	0.00	33	2.0000	0.00	9	96.0000	0.00
100	6/10/2016	0.00	0.00	34	0.0000	0.00	9	96.0000	0.00
101	7/10/2016	0.00	0.00	34	1.0000	0.00	9	96.0000	0.00
102	8/10/2016	0.00	0.00	34	2.0000	0.00	9	96.0000	0.00
103	9/10/2016	0.00	0.00	35	0.0000	0.00	9	96.0000	0.00
104	10/10/2016	0.00	0.00	35	1.0000	0.00	9	96.0000	0.00
105	11/10/2016	0.00	0.00	35	2.0000	0.00	9	96.0000	0.00

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Future Payments

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**New York State Teamsters Conference Pension and Retirement Fund
SETTLEMENT OF WITHDRAWAL LIABILITY PAYMENTS FOR
Eber Brothers Wine & Liquor Corp.**

Payment Number	Due Date of Required Monthly Payment	Amount of Required Monthly Payment	Monthly Payments Due On or After 3/10/2008	Payment Quarter	Months, and Fraction of a Month, From Due Date Back to ¹ Beginning of Quarter	Present Value of Future Monthly Payments, as of Beginning of Quarter With Interest at 0.7034%	Payment Year	Months, and Fraction of a Month, From Due Date Back to ² 3/10/2008	Present Value of Future Monthly Payments, as of 3/10/2008 With Interest at 8.50%
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
106	12/10/2016	0.00	0.00	36	0.0000	0.00	9	96.0000	0.00
107	1/10/2017	0.00	0.00	36	1.0000	0.00	9	96.0000	0.00
108	2/10/2017	0.00	0.00	36	2.0000	0.00	9	96.0000	0.00
109	3/10/2017	0.00	0.00	37	0.0000	0.00	10	108.0000	0.00
110	4/10/2017	0.00	0.00	37	1.0000	0.00	10	108.0000	0.00
111	5/10/2017	0.00	0.00	37	2.0000	0.00	10	108.0000	0.00
112	6/10/2017	0.00	0.00	38	0.0000	0.00	10	108.0000	0.00
113	7/10/2017	0.00	0.00	38	1.0000	0.00	10	108.0000	0.00
114	8/10/2017	0.00	0.00	38	2.0000	0.00	10	108.0000	0.00
115	9/10/2017	0.00	0.00	39	0.0000	0.00	10	108.0000	0.00
116	10/10/2017	0.00	0.00	39	1.0000	0.00	10	108.0000	0.00
117	11/10/2017	0.00	0.00	39	2.0000	0.00	10	108.0000	0.00
118	12/10/2017	0.00	0.00	40	0.0000	0.00	10	108.0000	0.00
119	1/10/2018	0.00	0.00	40	1.0000	0.00	10	108.0000	0.00
120	2/10/2018	0.00	0.00	40	2.0000	0.00	10	108.0000	0.00
121	3/10/2018	0.00	0.00	41	0.0000	0.00	11	120.0000	0.00
122	4/10/2018	0.00	0.00	41	1.0000	0.00	11	120.0000	0.00
123	5/10/2018	0.00	0.00	41	2.0000	0.00	11	120.0000	0.00
124	6/10/2018	0.00	0.00	42	0.0000	0.00	11	120.0000	0.00
125	7/10/2018	0.00	0.00	42	1.0000	0.00	11	120.0000	0.00
126	8/10/2018	0.00	0.00	42	2.0000	0.00	11	120.0000	0.00
127	9/10/2018	0.00	0.00	43	0.0000	0.00	11	120.0000	0.00
128	10/10/2018	0.00	0.00	43	1.0000	0.00	11	120.0000	0.00
129	11/10/2018	0.00	0.00	43	2.0000	0.00	11	120.0000	0.00
130	12/10/2018	0.00	0.00	44	0.0000	0.00	11	120.0000	0.00
131	1/10/2019	0.00	0.00	44	1.0000	0.00	11	120.0000	0.00
132	2/10/2019	0.00	0.00	44	2.0000	0.00	11	120.0000	0.00
133	3/10/2019	0.00	0.00	45	0.0000	0.00	12	132.0000	0.00
134	4/10/2019	0.00	0.00	45	1.0000	0.00	12	132.0000	0.00
135	5/10/2019	0.00	0.00	45	2.0000	0.00	12	132.0000	0.00
136	6/10/2019	0.00	0.00	46	0.0000	0.00	12	132.0000	0.00
137	7/10/2019	0.00	0.00	46	1.0000	0.00	12	132.0000	0.00
138	8/10/2019	0.00	0.00	46	2.0000	0.00	12	132.0000	0.00
139	9/10/2019	0.00	0.00	47	0.0000	0.00	12	132.0000	0.00
140	10/10/2019	0.00	0.00	47	1.0000	0.00	12	132.0000	0.00

UNYSTWITHDRAWL Eber Bros Second Revised Payment Schedule Scenario 6

EB-00030909

**New York State Teamsters Conference Pension and Retirement Fund
SETTLEMENT OF WITHDRAWAL LIABILITY PAYMENTS FOR
Eber Brothers Wine & Liquor Corp.**

Payment Number	Due Date of Required Monthly Payment	Amount of Required Monthly Payment	Monthly Payments Due On or After 3/10/2008	Payment Quarter	Months, and Fraction of a Month, From Due Date Back to ¹ Beginning of Quarter	Present Value of Future Monthly Payments, as of Beginning of Quarter With Interest at 0.7034%	Payment Year	Months, and Fraction of a Month, From Due Date Back to ² 3/10/2008	Present Value of Future Monthly Payments, as of 3/10/2008 With Interest at 8.50%
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
141	11/10/2019	0.00	0.00	47	2.0000	0.00	12	132.0000	0.00
142	12/10/2019	0.00	0.00	48	0.0000	0.00	12	132.0000	0.00
143	1/10/2020	0.00	0.00	48	1.0000	0.00	12	132.0000	0.00
144	2/10/2020	0.00	0.00	48	2.0000	0.00	12	132.0000	0.00
145	3/10/2020	0.00	0.00	49	0.0000	0.00	13	144.0000	0.00
146	4/10/2020	0.00	0.00	49	1.0000	0.00	13	144.0000	0.00
147	5/10/2020	0.00	0.00	49	2.0000	0.00	13	144.0000	0.00
148	6/10/2020	0.00	0.00	50	0.0000	0.00	13	144.0000	0.00
149	7/10/2020	0.00	0.00	50	1.0000	0.00	13	144.0000	0.00
150	8/10/2020	0.00	0.00	50	2.0000	0.00	13	144.0000	0.00
151	9/10/2020	0.00	0.00	51	0.0000	0.00	13	144.0000	0.00
152	10/10/2020	0.00	0.00	51	1.0000	0.00	13	144.0000	0.00
153	11/10/2020	0.00	0.00	51	2.0000	0.00	13	144.0000	0.00
154	12/10/2020	0.00	0.00	52	0.0000	0.00	13	144.0000	0.00
155	1/10/2021	0.00	0.00	52	1.0000	0.00	13	144.0000	0.00
156	2/10/2021	0.00	0.00	52	2.0000	0.00	13	144.0000	0.00
157	3/10/2021	0.00	0.00	53	0.0000	0.00	14	156.0000	0.00
158	4/10/2021	0.00	0.00	53	1.0000	0.00	14	156.0000	0.00
159	5/10/2021	0.00	0.00	53	2.0000	0.00	14	156.0000	0.00
160	6/10/2021	0.00	0.00	54	0.0000	0.00	14	156.0000	0.00
161	7/10/2021	0.00	0.00	54	1.0000	0.00	14	156.0000	0.00
162	8/10/2021	0.00	0.00	54	2.0000	0.00	14	156.0000	0.00
163	9/10/2021	0.00	0.00	55	0.0000	0.00	14	156.0000	0.00
164	10/10/2021	0.00	0.00	55	1.0000	0.00	14	156.0000	0.00
165	11/10/2021	0.00	0.00	55	2.0000	0.00	14	156.0000	0.00
166	12/10/2021	0.00	0.00	56	0.0000	0.00	14	156.0000	0.00
167	1/10/2022	0.00	0.00	56	1.0000	0.00	14	156.0000	0.00
168	2/10/2022	0.00	0.00	56	2.0000	0.00	14	156.0000	0.00
169	3/10/2022	0.00	0.00	57	0.0000	0.00	15	168.0000	0.00
170	4/10/2022	0.00	0.00	57	1.0000	0.00	15	168.0000	0.00
171	5/10/2022	0.00	0.00	57	2.0000	0.00	15	168.0000	0.00
172	6/10/2022	0.00	0.00	58	0.0000	0.00	15	168.0000	0.00
173	7/10/2022	0.00	0.00	58	1.0000	0.00	15	168.0000	0.00
174	8/10/2022	0.00	0.00	58	2.0000	0.00	15	168.0000	0.00
175	9/10/2022	0.00	0.00	59	0.0000	0.00	15	168.0000	0.00



January 4, 2008

Mr. Kenneth R. Stilwell
 Executive Administrator
 New York State Teamsters Conference
 Pension & Retirement Fund
 Post Office Box 4928
 Syracuse, NY 13221-4928

**Re: Eber Brothers Wine & Liquor Corporation
 Employer Withdrawal Liability**

Dear Ken:

As you requested, we have calculated the Employer Withdrawal Liability for the above employer. The results of our calculations are as follows:

1. Date of Withdrawal:	October 31, 2007
2. Employer Withdrawal Liability prior to De Minimis Reduction:	\$ 2,212,367.47
3. De Minimis Reduction:	0.00
4. Net Employer Withdrawal Liability Before Reflecting Credit for Prior Partial Withdrawal:	2,212,367.47
5. Credit for Prior Partial Withdrawal:	0.00
6. Net Employer Withdrawal Liability:	\$ 2,212,367.47

Under Section 4219(c)(1)(C)(i) of ERISA, a withdrawing Employer is required to pay this liability at an annual rate of:	\$ 509,125.16
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The Board of Trustees of the Fund has adopted rules, in accordance with Section 4219(c)(3), which allow the withdrawing Employer to satisfy each annual payment obligation by paying monthly installments in the amount of:	\$ 42,724.83
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To pay the full liability plus interest at this rate, payments will be required for a period of 61 months, with a further final payment of:	\$ 10,810.90
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Mr. Kenneth R. Stilwell

January 4, 2008

Page 2

We have enclosed exhibits showing the details of our calculations. If you have any questions or comments, please do not hesitate to call.

Sincerely,



Robert B. Sherwood, Jr.
Consultant



Stanley I. Goldfarb, F.S.A.
Consulting Actuary



James M. Locey, M.A.A.A.
Consulting Actuary

Enclosures

cc: Peter P. Paravati, Jr., Esquire (w/ encl.)

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
CALCULATION OF EMPLOYER WITHDRAWAL LIABILITY
Eber Brothers Wine & Liquor Corporation
Complete Withdrawal in 2007

[CALCULATION WORKSHEET]

(1) Initial year unfunded vested benefits

(a)	December 31, 2006 unfunded vested benefits	\$	681,971,473.00
(b)	Value of outstanding claims for withdrawal liability that can reasonably be expected to be collected from employers who withdrew on or before December 31, 2006, as of December 31, 2006		<u>52,864,231.71</u>
(c)	Net unfunded vested benefits = (a) - (b)		629,107,241.29
(d)	Unamortized amount as of		
(i)	December 31, 2006 = 100% of (c)	\$	629,107,241.29

(2) Required contributions by withdrawn employer to the plan

2002	\$	277,373.00	
2003		<u>325,323.00</u>	
2004		<u>311,713.00</u>	
2005		<u>343,762.00</u>	
2006		<u>241,336.00</u>	
Total			\$ 1,499,507.00

(3) Contributions made by all employers to the plan

(a) Contributions made by all employers

2002	\$	79,785,357.00	
2003		<u>80,295,216.00</u>	
2004		<u>84,799,558.00</u>	
2005		<u>95,562,410.00</u>	
2006		<u>95,523,862.00</u>	
Total			\$ 435,966,403.00

(b) Contributions made by employers who withdrew prior to January 1, 2007

2002	\$	6,613,227.00	
2003		<u>2,076,562.00</u>	
2004		<u>1,222,661.00</u>	
2005		<u>834,652.00</u>	
2006		<u>184,081.00</u>	
Total			\$ 10,931,183.00

**NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
CALCULATION OF EMPLOYER WITHDRAWAL LIABILITY**

Eber Brothers Wine & Liquor Corporation

Complete Withdrawal in 2007

[CALCULATION WORKSHEET]

(c)	Contributions made to funds merged on or before January 1, 2007	\$	1,363,525.00
(d)	Net contributions = (3)(a) - (3)(b) + (3)(c)	\$	426,398,745.00
(4)	Employer's allocable share of (1) = (1)(d)(i) x (2) / (3)(d)	\$	2,212,367.47
(5)	De Minimis Reduction		
(a)	Excess liability = (4) - \$100,000, but not less than zero	\$	2,112,367.47
(b)	Actual de minimis = lesser of \$50,000 and 0.75% of unfunded vested benefits shown in (1)(a), minus (5)(a), but not less than zero	\$	-
(6)	Net withdrawal liability, before reflecting credit for prior partial withdrawal = (4) - (5)(b), but not less than zero	\$	2,212,367.47
(7)	Credit for prior partial withdrawal liability		-
(8)	Net withdrawal liability = (6) - (7), but not less than zero	\$	2,212,367.47

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
CALCULATION OF EMPLOYER WITHDRAWAL LIABILITY
Eber Brothers Wine & Liquor Corporation
Complete Withdrawal in 2007

[DETERMINATION OF PAYMENT SCHEDULE]

(1) Employer contribution history:

<u>Year</u>	<u>Base Units</u>	<u>3-Year Ave Base Units</u>	<u>Contribution Rate</u>
1997	91,476.00	N/A	N/A
1998	109,537.00	N/A	2.8000
1999	126,040.00	109,017.67	3.0000
2000	138,038.00	124,538.33	3.0000
2001	133,951.00	132,676.33	3.0000
2002	133,024.00	135,004.33	3.0500
2003	150,675.00	139,216.67	3.1000
2004	142,953.00	142,217.33	3.1500
2005	142,765.00	145,464.33	3.5000
2006	107,586.00	131,101.33	3.5000
2007	N/A	N/A	3.5000

(2) Average base units for highest 3 consecutive years
during 10 years preceding January 1, 2007

145,464.33

(3) Highest contribution rate in 10 years ending in year of withdrawal

3.5000

(4) Required annual payment = (2) x (3)

\$ 509,125.16

(5) Withdrawal liability after de minimis

\$ 2,212,367.47

(6) Amortization factor = (5) / (4)

4.345429

(7) Number of annual payments based on (6),
assuming 8.50% interest rate

5

(8) Cumulative factor at 8.50% interest rate
for number of years in (7)

6.429030

**NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
CALCULATION OF EMPLOYER WITHDRAWAL LIABILITY**

Eber Brothers Wine & Liquor Corporation

Complete Withdrawal in 2007

[DETERMINATION OF PAYMENT SCHEDULE]

(9) Final annual payment:

(a) Withdrawal liability with interest = (5) x {1.0850 to the power of (7)}	\$	3,326,641.15
(b) Annual payments with interest = (4) x (8)	\$	3,273,180.93
(c) Total annual payment in last year = (a) - (b), but not less than zero	\$	53,460.22

(10) Quarterly Payment Schedule:

(a) Quarterly payment = (4) / 4	\$	127,281.29
(b) Number of full quarterly payments in final year = (9)(c) / (10)(a)		0
(c) Final quarterly payment = (9)(c) - ((10)(a) x (10)(b))	\$	53,460.22
(d) Number of full quarterly payments = 4 x (7) + (10)(b)		20

(11) Monthly Payment Schedule:

(a) Monthly payment = (10)(a) amortized over 3 months

\$42,724.83

	<u>Beginning of Month Balance</u>	<u>Beginning of Month Payment</u>	<u>Balance After Payment</u>	<u>Interest to End of Month</u>
(b) Calculate the amount of the last monthly payment:	\$ 53,460.22	\$42,724.83	\$ 10,735.39	\$ 75.51
	10,810.90	10,810.90	0.00	0.00
	0.00	0.00	0.00	0.00

Amount of final monthly payment

\$ 10,810.90

(c) Number of full monthly payments = 3 x (10)(d)
+ number of complete months shown in (11)(b)

61

(12) Basis for interest factor

Annual rate	(Valuation rate)	8.5000%
Quarterly rate	(Simple)	2.1250%
Monthly rate	(Compound)	0.7034%

New York State Teamsters Conference Pension and Retirement Fund

REVISED WITHDRAWAL LIABILITY PAYMENT SCHEDULE FOR

Eber Brothers Wine & Liquor Corp.

<u>Payment Number</u>	<u>Due Date</u>	<u>Amount Due</u>
1	3/10/2008	42,724.83
2	4/10/2008	42,724.83
3	5/10/2008	42,724.83
4	6/10/2008	42,724.83
5	7/10/2008	42,724.83
6	8/10/2008	42,724.83
7	9/10/2008	42,724.83
8	10/10/2008	42,724.83
9	11/10/2008	42,724.83
10	12/10/2008	42,724.83
11	1/10/2009	42,724.83
12	2/10/2009	42,724.83
13	3/10/2009	42,724.83
14	4/10/2009	42,724.83
15	5/10/2009	42,724.83
16	6/10/2009	42,724.83
17	7/10/2009	42,724.83
18	8/10/2009	25,000.00
19	9/10/2009	25,000.00
20	10/10/2009	25,000.00
21	11/10/2009	25,000.00
22	12/10/2009	25,000.00
23	1/10/2010	25,000.00
24	2/10/2010	25,000.00
25	3/10/2010	25,000.00
26	4/10/2010	25,000.00
27	5/10/2010	25,000.00
28	6/10/2010	25,000.00
29	7/10/2010	25,000.00
30	8/10/2010	25,000.00
31	9/10/2010	25,000.00

New York State Teamsters Conference Pension and Retirement Fund**REVISED WITHDRAWAL LIABILITY PAYMENT SCHEDULE FOR****Eber Brothers Wine & Liquor Corp.**

<u>Payment Number</u>	<u>Due Date</u>	<u>Amount Due</u>
32	10/10/2010	25,000.00
33	11/10/2010	25,000.00
34	12/10/2010	25,000.00
35	1/10/2011	25,000.00
36	2/10/2011	25,000.00
37	3/10/2011	25,000.00
38	4/10/2011	25,000.00
39	5/10/2011	25,000.00
40	6/10/2011	25,000.00
41	7/10/2011	25,000.00
42	8/10/2011	25,000.00
43	9/10/2011	25,000.00
44	10/10/2011	25,000.00
45	11/10/2011	25,000.00
46	12/10/2011	25,000.00
47	1/10/2012	25,000.00
48	2/10/2012	25,000.00
49	3/10/2012	25,000.00
50	4/10/2012	25,000.00
51	5/10/2012	25,000.00
52	6/10/2012	25,000.00
53	7/10/2012	25,000.00
54	8/10/2012	42,724.83
55	9/10/2012	42,724.83
56	10/10/2012	42,724.83
57	11/10/2012	42,724.83
58	12/10/2012	42,724.83
59	1/10/2013	42,724.83
60	2/10/2013	42,724.83
61	3/10/2013	42,724.83
62	4/10/2013	42,724.83

New York State Teamsters Conference Pension and Retirement Fund**REVISED WITHDRAWAL LIABILITY PAYMENT SCHEDULE FOR****Eber Brothers Wine & Liquor Corp.**

<u>Payment Number</u>	<u>Due Date</u>	<u>Amount Due</u>
63	5/10/2013	42,724.83
64	6/10/2013	42,724.83
65	7/10/2013	42,724.83
66	8/10/2013	42,724.83
67	9/10/2013	42,724.83
68	10/10/2013	42,724.83
69	11/10/2013	42,724.83
70	12/10/2013	42,724.83
71	1/10/2014	42,724.83
72	2/10/2014	42,724.83
73	3/10/2014	42,724.83
74	4/10/2014	42,724.83
75	5/10/2014	42,724.83
76	6/10/2014	42,724.83
77	7/10/2014	42,724.83
78	8/10/2014	42,724.83
79	9/10/2014	42,724.83
80	10/10/2014	42,724.83
81	11/10/2014	17,459.54

**New York State Teamsters Conference
Pension and Retirement Fund
Employer Withdrawal Liability Payment Schedule**

Payment Number	Due Date	Amount Due
1	March 10, 2008	\$42,724.83
2	April 10, 2008	\$42,724.83
3	May 10, 2008	\$42,724.83
4	June 10, 2008	\$42,724.83
5	July 10, 2008	\$42,724.83
6	August 10, 2008	\$42,724.83
7	September 10, 2008	\$42,724.83
8	October 10, 2008	\$42,724.83
9	November 10, 2008	\$42,724.83
10	December 10, 2008	\$42,724.83
11	January 10, 2009	\$42,724.83
12	February 10, 2009	\$42,724.83
13	March 10, 2009	\$42,724.83
14	April 10, 2009	\$42,724.83
15	May 10, 2009	\$42,724.83
16	June 10, 2009	\$42,724.83
17	July 10, 2009	\$42,724.83
18	August 10, 2009	\$42,724.83
19	September 10, 2009	\$42,724.83
20	October 10, 2009	\$42,724.83
21	November 10, 2009	\$42,724.83
22	December 10, 2009	\$42,724.83
23	January 10, 2010	\$42,724.83
24	February 10, 2010	\$42,724.83
25	March 10, 2010	\$42,724.83
26	April 10, 2010	\$42,724.83
27	May 10, 2010	\$42,724.83
28	June 10, 2010	\$42,724.83
29	July 10, 2010	\$42,724.83
30	August 10, 2010	\$42,724.83

**New York State Teamsters Conference
Pension and Retirement Fund
Employer Withdrawal Liability Payment Schedule**

Payment Number	Due Date	Amount Due
31	September 10, 2010	\$42,724.83
32	October 10, 2010	\$42,724.83
33	November 10, 2010	\$42,724.83
34	December 10, 2010	\$42,724.83
35	January 10, 2011	\$42,724.83
36	February 10, 2011	\$42,724.83
37	March 10, 2011	\$42,724.83
38	April 10, 2011	\$42,724.83
39	May 10, 2011	\$42,724.83
40	June 10, 2011	\$42,724.83
41	July 10, 2011	\$42,724.83
42	August 10, 2011	\$42,724.83
43	September 10, 2011	\$42,724.83
44	October 10, 2011	\$42,724.83
45	November 10, 2011	\$42,724.83
46	December 10, 2011	\$42,724.83
47	January 10, 2012	\$42,724.83
48	February 10, 2012	\$42,724.83
49	March 10, 2012	\$42,724.83
50	April 10, 2012	\$42,724.83
51	May 10, 2012	\$42,724.83
52	June 10, 2012	\$42,724.83
53	July 10, 2012	\$42,724.83
54	August 10, 2012	\$42,724.83
55	September 10, 2012	\$42,724.83
56	October 10, 2012	\$42,724.83
57	November 10, 2012	\$42,724.83
58	December 10, 2012	\$42,724.83
59	January 10, 2013	\$42,724.83
60	February 10, 2013	\$42,724.83
61	March 10, 2013	\$42,724.83
62	April 10, 2013	\$10,810.90